

Additional terms and conditions of the of the Deutsche Bundesbank

for the provision of services

Delivery and Services

1 Nature and scope of the services (Section 1 VOL/B)

The agreed prices also include the costs of packaging, loading, transport to the delivery or collection point and unloading, unless otherwise specified in the description of services.

The contractor shall take back packaging materials and, where necessary, dispose of them at his own expense. Any patent fees and licence fees are covered by the price for the service.

2 Changes to the service (Section 2(3) of the German Public Procurement Regulations (VOL /B))

2.1 If the Contractor claims increased remuneration on the basis of Section 2(3) of the German Construction Contract Conditions (VOL /B), they must notify the Client of this in writing without delay – if possible before performance of the service and, if possible, specifying the amount.

2.2 Upon request, the Contractor must provide evidence of any additional or reduced costs resulting from the change to the service.

3 Performance of the service (Section 4 VOL/B)

The Client may satisfy itself that the service is being performed in accordance with the contract.

4 Quality inspection (Section 12(2)VOL /B)

If the client requests a quality inspection not agreed in the contract, the contractor shall be reimbursed for the costs incurred as a result.

5 Acceptance (Section 13 VOL/B)

5.1 The delivery or service shall be formally accepted, unless otherwise specified in the specification .

5.2 Unless otherwise agreed, the risk shall pass to the client

- in the case of delivery services, upon handover at the delivery point,
- in the case of installation services, upon acceptance.

6 Claims for defects (Section 14 VOL/B)

The limitation period for claims for defects begins upon acceptance of the service.

7 Invoices (Sections 15 and 17 VOL/B)

7.1 Invoices shall be issued at the contract prices excluding VAT (net prices); the amount of VAT shall be stated at the end of the invoice at the rate applicable at the time the tax becomes chargeable, or in the case of final invoices, at the time the service is performed.

Where contractual deadlines are exceeded through the fault of the contractor, the difference between the current VAT amount and the VAT amount applicable at the time the deadline expired shall not be refunded.

7.2 Each invoice must specify the scope and value of all services rendered to date and the payments already received, with the VAT amounts contained therein shown separately.

7.3 The payment period shall commence only upon delivery/performance in accordance with the contract or upon acceptance thereof, and upon receipt of a due invoice.

Invoicing parties must issue and submit invoices to the Deutsche Bundesbank in electronic form in accordance with the E-Invoicing Regulation (ERechV).

The electronic invoice must be submitted via the Online Access Act-compliant invoice receipt platform (OZG-RE) using routing ID 991-80008-08 and must include the order number (BBk-xxxxxxx-x). A prerequisite for submitting invoices via the OZG-RE is the one-time registration/creation of a user account (<https://xrechnung-bdr.de/>).

A user guide for the OZG-RE can be found at <https://xrechnung-bdr.de/edi/auth/Help>, and further information on invoicing at <https://www.e-rechnung-bund.de/rechnungssteller/>.

Attachments accompanying an electronic invoice are only permitted if they are submitted in PDF format. The Deutsche Bundesbank reserves the right to return invoices without an order number to the invoicer.

The 30-day payment period pursuant to Section 286(3) sentence 1 of the German Civil Code (BGB) shall only commence upon receipt of an electronic invoice that meets the above-mentioned requirements.

Where the invoice amount is less than €1,000 net, the contracting parties may refrain from issuing an electronic invoice if the invoice is based on a direct order without a prior procurement procedure.

8 Services charged at hourly rates (Section 16 VOL/B)

The contractor must submit lists of services based on hourly rates in duplicate for each working day. These must

- the date,
- the exact name of the place of performance,
- the nature of the service,
- the names of the workers and their occupational, wage or salary group,
- the hours worked per employee, broken down where applicable into overtime, night work, Sunday work and work on public holidays, as well as any additional difficulties not included in the rate, and
- the equipment parameters

Invoices based on hourly rates must be itemised in accordance with the lists. The client shall retain the originals of the lists; the contractor shall receive the certified copies.

9 The Contractor's Terms and Conditions

The Contractor's terms and conditions, in particular payment and delivery terms, details of the place of performance and the place of jurisdiction, shall only apply if they have been expressly accepted in writing by the Client.

10 Amendments to the Contract

Any amendment to the contract must be made in writing.